

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Bennett D. Krasner, Esq. (bk 8375)  
1233 Beech Street #49  
Atlantic Beach, NY 11509  
(516) 889-9353  
*Attorney for Plaintiff, L & L Wings, Inc.*

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L & L WINGS, INC.

Plaintiff,  
-against-

MARCO-DESTIN INC., 1000 HIGHWAY 98  
EAST CORP., PANAMA SURF & SPORT,  
INC., and E & T INC.,

Defendants.

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Civil Action No. CV-07-4137  
(BSJ) (GWG)

**PLAINTIFF'S RULE 26 INITIAL  
DISCLOSURES**

Plaintiff, L & L Wings, Inc., submit this disclosure statement pursuant to Rule 26 of the Federal Rules of Civil Procedure. Pursuant to Fed. R. Civ. P. 26(e), plaintiff reserves its right to supplement the disclosures made herein as discovery and plaintiff's investigation progress.

**I. POTENTIAL WITNESSES [Fed. R. Civ. P. 26(a)(1)(A)]**

NAME	CONTACT INFORMATION (If known)
Shaul Levy	Bennett D. Krasner, Esq. 1233 Beech St. No. 49 Atlantic Beach, NY 11509 Telephone: 516-889-9353 Fax: 516-432-7016
Meir Levy	Bennett D. Krasner, Esq. 1233 Beech St. No. 49 Atlantic Beach, NY 11509 Telephone: 516-889-9353 Fax: 516-432-7016
Eliezer Tabib	10400 Northwest 33rd Street Miami, Florida
Gideon Rothchild, Esq	405 Lexington Avenue New York, NY 10174 Telephone: 212-554-7800 Fax: 212-554-7700

## II. DOCUMENTS [Fed. R. Civ. P. 26(a)(1)(B)]

Copies of most of the documents and information relevant to Plaintiff's claims are already in Defendants' possession, custody and control, namely the Licensing Agreement entered into between the parties. The Defendants' and their attorney were given copies when the agreement was executed.

Plaintiff will make available those non-privileged, relevant documents that are in its possession, custody or control, and that tend to support Plaintiff's positions in this case. In particular, Plaintiff will make available the following general categories of documents:

<b>Document:</b>	<b>Location:</b>
Licensing Agreement	Plaintiff's counsel

## III. DAMAGES [Fed. R. Civ. P. 26(a)(1)(C)]

Plaintiff seek damages, the amount of which is set forth in the Licensing Agreement and is measured by a fixed amount per day per store for the failure to remove the trademark at the end of the term of the Licensing Agreement.

## IV. INSURANCE AGREEMENT [Fed. R. Civ. P. 26(a)(1)(D)]

Not applicable.

Dated: Atlantic Beach, New York  
October 28, 2007

Respectfully submitted,

*Bennett D Krasner*  
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Bennett D. Krasner, Esq. (bk 8375)  
Attorney for Plaintiff, L & L Wings, Inc.  
1233 Beech Street #49  
Atlantic Beach, New York 11509  
Tel. 516-889-9353

I hereby certify that on October 28, 2007 I electronically filed the foregoing: Plaintiff's Rule 26 Initial Disclosures with the Clerk of the District Court using the CM/ECF system.

Dated: Atlantic Beach, New York  
October 28, 2007

*Bennett D. Krasner*  
\_\_\_\_\_  
Bennett D. Krasner, Esq. (bk 8375)  
Attorney for Plaintiff, L & L Wings, Inc.  
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